

TERMS AND CONDITIONS:

The City has not made an investigation of the subsurface of the way. In addition, since the repairs are temporary in nature, they do not conform to generally accepted practices for full road repair and as such, the City shall not be liable for:

1. any failure of the repairs due to the nature of the subsurface nor for any damage to underground utilities the presence of which the City cannot determine by reasonable means.
2. any drainage problems that may occur as a result of making these repairs.
3. any warrantee or guarantee that the repairs being made will be effective or last for any period of time.
4. damages of any kind due to delay in completing the work in the time frame anticipated.
5. damages of any kind caused by a defect or want of repair in said private way.
6. damages of any kind to personal or real property (fence, lawn sprinkler, motor vehicles, etc.) located within the limits of the private way.
7. damages of any kind to vehicles or other personal property from black residue that may tend to adhere to personal property, e.g., clothes or vehicles and the like, which could come in contact with newly repaired roadway.
8. damages of any kind to vehicles or other personal property that could come in contact with the roadway, either in the short term or longer term, resulting from loose asphalt that is commonly associated with paving overlay.

* NOTE: The space provided below is to be used if said requested repairs are to be made to any portion less than the entire length of the PRIVATE WAY. It is required that the petitioner(s) bring this form to the Engineering Department to obtain a written description of the affected portion of the PRIVATE WAY to be repaired:

****NOTE:** Ordinance Section 26-50(e) requires that no less than twenty-five percent (25%) of the owners of the abutting estates on a PRIVATE WAY must sign a petition for PRIVATELY FUNDED REPAIRS to said PRIVATE WAY in order to initiate the request for repairs with the Commissioner of Public Works